

STATE OF DELAWARE  
Division of Vocational Rehabilitation  
**REQUEST FOR PROPOSALS**  
**Job Development, Placement, Retention and Job Coaching for Individuals with Hearing Impairment with  
American Sign Language (ASL) and  
Supported Employment Services (SE)**

**ISSUED BY Department of Labor, Division of Vocational Rehabilitation**  
**CONTRACT NUMBER: DOL/DVR-14002**

**I. Overview**

The State of Delaware Department of Labor, Division of Vocational Rehabilitation (DVR), seeks professional services to add /supplement the current existing vendors under contract. DVR is requesting proposals for vocational rehabilitation services for individuals with disabilities leading towards employment. There are a limited number of services identified in this RFP. It is our wish to expand service options and facilitate informed choice for eligible individuals in the selection of services and vendors. It is the goal of this Request for Proposal to identify additional vendor(s) and execute a contract(s). This request for proposals ("RFP") is issued pursuant to 29 *Del. C.* §§ [6981 and 6982](#).

The proposed schedule of events subject to the RFP is outlined below:

Public Notice	Date: 05/09/14
Non-Mandatory Pre-bid Meeting	Date: 05/13/14 at 10:00 AM (Local Time)
Written Questions Due	Date: 05/23/14
Deadline for Receipt of Proposals	Date: 06/05/14 at 2:00 PM (Local Time)
Public Proposal Opening	Date: 06/06/14 at 10:00 AM (Local Time)
Estimated Notification of Award	Date: 06/12/14

Each proposal must be accompanied by a transmittal letter which briefly summarizes the proposing firm's interest in providing the required professional services. Furthermore, the transmittal letter must attest to the fact that no activity related to this proposal contract will take place outside of the United States. The State of Delaware reserves the right to deny any and all exceptions taken to the RFP requirements.

**NON-MANDATORY PREBID MEETING** – A non-mandatory pre-bid meeting has been established for this Request for Proposal and shall be held at the DVR office, 1114 S. DuPont Hwy., Carroll's Plaza, Suite 105, Dover, DE 19901, Conference Room E.

**II. Scope of Work (SOW)**

DVR is seeking qualified vendors to provide one or more of the following services:

1. The vendor shall provide job development; placement and retention services to DVR referred clients who communicate using American Sign Language (ASL) in order to achieve an employment outcome consistent with individualized client employment plan and job placement agreement. The employment outcome shall be consistent with the individual client interests and abilities, and shall reflect his/her preference.
2. The vendor shall provide job coaching services to a client/consumer referred by DVR who communicates using American Sign Language, and who requires supports in order to successfully maintain employment.
3. The vendor shall provide supported employment services to individuals with significant disabilities. Supported Employment Services include a community based work assessment services to determine an individual's interests, abilities, and support needs; job development, placement and retention services using customized

STATE OF DELAWARE  
Division of Vocational Rehabilitation

employment; and on-site supports to enable the individual to perform work responsibilities. Successful vendors must be an approved vendor of the Division of Developmental Disabilities Services (DDDS).

A detailed description(s) of requested services are located in Appendix B of this document; including fee schedules and outcome milestones. This document and any subsequent attachments provide necessary information to prepare and submit proposals for consideration. Please read this document carefully and follow the instructions as suggested.

**III. Required Information**

The following information shall be provided in each proposal in the order listed below. Failure to respond to any request for information within this proposal may result in rejection of the proposal at the sole discretion of the State.

**A. Minimum Requirements**

1. Provide Delaware license(s) and/or certification(s) necessary to perform services as identified in the scope of work. The successful Vendor will provide DVR with proof of State of Delaware Business Licensure.
2. Vendor shall provide responses to the Request for Proposal (RFP) scope of work and clearly identify capabilities as presented in the General Evaluation Requirements below.
3. Complete all appropriate attachments and forms as identified within the RFP.
4. Proof of insurance and amount of insurance shall be furnished to the Agency prior to the start of the contract period and shall be no less than as identified in the bid solicitation, IV, Section D, Item 6, subsection f.

**B. General Evaluation Requirements**

1. Experience and Reputation (e.g. business and/or client references)
2. Expertise in working with individuals with disabilities (include all personnel resumes, credentials and/or certifications)
3. Capacity to meet requirements (size, financial condition, organizational flowchart)
4. Location (geographical)
5. Demonstrated ability

**IV. Professional Services RFP Administrative Information**

**A. RFP Issuance**

**1. Public Notice**

Public notice has been provided in accordance with 29 *Del. C.* [§6981](#).

**2. Obtaining Copies of the RFP**

This RFP is available in electronic form through the State of Delaware Procurement website at [www.bids.delaware.gov](http://www.bids.delaware.gov). Paper copies of this RFP will not be available.

**3. Assistance to Vendors with a Disability**

Vendors with a disability may receive accommodation regarding the means of communicating this RFP or participating in the procurement process. For more information, contact the Designated Contact no later than ten days prior to the deadline for receipt of proposals.

**4. RFP Designated Contact**

All requests, questions, or other communications about this RFP shall be made in writing to the State of Delaware, to the persons listed below; communications made to other State of Delaware personnel or attempting to ask questions by phone or in person will not be allowed or recognized as valid and may disqualify the vendor. Vendors should rely only on written statements and questions addressed issued by the RFP designated contact by **05/23/14** and posted as an addendum to the bid solicitation at [www.bids.delaware.gov](http://www.bids.delaware.gov).

STATE OF DELAWARE  
Division of Vocational Rehabilitation

**Barbara Boese, DVR Contracts Administrator or Ed Tos, DVR Deputy Director**  
**Division of Vocational Rehabilitation**  
**4425 N. Market St.**  
**Wilmington, DE 19809**  
[Barbara.Boese@state.de.us](mailto:Barbara.Boese@state.de.us) or [Edwin.Tos@state.de.us](mailto:Edwin.Tos@state.de.us)

**5. Contact with State Employees**

Direct contact with State of Delaware employees other than the State of Delaware Designated Contact regarding this RFP is expressly prohibited without prior consent. Vendors directly contacting State of Delaware employees risk elimination of their proposal from further consideration. Exceptions exist only for organizations currently doing business in the State who require contact in the normal course of doing that business.

**6. Organizations Ineligible to Bid**

Any individual, business, organization, corporation, consortium, partnership, joint venture, or any other entity including subcontractors currently debarred or suspended is ineligible to bid. Any entity ineligible to conduct business in the State of Delaware for any reason is ineligible to respond to the RFP.

**7. Exclusions**

The Proposal Evaluation Team reserves the right to refuse to consider any proposal from a vendor who:

- a) Has been convicted for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of the contract or subcontract;
- b) Has been convicted under State or Federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or other offense indicating a lack of business integrity or business honesty that currently and seriously affects responsibility as a State contractor;
- c) Has been convicted or has had a civil judgment entered for a violation under State or Federal antitrust statutes;
- d) Has violated contract provisions such as;
  - 1) Knowing failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
  - 2) Failure to perform or unsatisfactory performance in accordance with terms of one or more contracts;
- e) Has violated ethical standards set out in law or regulation; and
- f) Any other cause listed in regulations of the State of Delaware determined to be serious and compelling as to affect responsibility as a State contractor, including suspension or debarment by another governmental entity for a cause listed in the regulations.

**B. RFP Submissions**

**1. Acknowledgement of Understanding of Terms**

By submitting a bid, each vendor shall be deemed to acknowledge that it has carefully read all sections of this RFP, including all forms, schedules and exhibits hereto, and has fully informed itself as to all existing conditions and limitations.

**2. Proposal and Format**

To be considered, all proposals must be submitted in writing and respond to the items outlined in this RFP. The State reserves the right to reject any non-responsive or non-conforming proposals. Bidders who submit proposals for DVR purchase of service agreements:

- Are encouraged to be brief, clear, complete and realistic in the presentation of ideas.
- Are required to submit 6 typewritten, single-spaced, proposals with numbered pages stapled organized with a cover letter identifying the attached required documents of the RFP; and 1 electronic copy in PDF and Microsoft Word format on a USB memory stick .

STATE OF DELAWARE  
Division of Vocational Rehabilitation

- Bidders must meet the criteria set forth in the Request for Proposal. Please do not submit additional brochures, promotional materials or additional information that is not requested within the RFP.
- Shall submit a proposal to DVR signed by the responsible party.
- Shall submit a proposal delivered in a sealed package or envelope.

All properly sealed and marked proposals shall be delivered to the Division of Vocational Rehabilitation and no later than **2:00 PM on 06/05/14**. The Proposals may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US Mail, or by hand to:

**Barbara Boese, DVR Contracts Administrator**  
**Division of Vocational Rehabilitation**  
**4425 N. Market St.**  
**P.O. Box 9969**  
**Wilmington, DE 19809-0969**

**Vendors are directed to clearly print “BID ENCLOSED” and “CONTRACT NO DOL/DVR-14002” on the outside of the bid submission package.**

Any proposal submitted by US Mail shall be sent by either certified or registered mail. Proposals must be received at the above address no later than **2:00 PM (Local Time) on 06/05/14**. Any proposal received after this date shall not be considered and shall be returned unopened. The proposing vendor bears the risk of delays in delivery. The contents of any proposal shall not be disclosed as to be made available to competing entities during the negotiation process.

Upon receipt of vendor proposals, each vendor shall be presumed to be thoroughly familiar with all specifications and requirements of this RFP. The failure or omission to examine any form, instrument or document shall in no way relieve vendors from any obligation in respect to this RFP.

**3. Proposal Modifications**

Any changes, amendments or modifications to a proposal must be made in writing, submitted in the same manner as the original response and conspicuously labeled as a change, amendment or modification to a previously submitted proposal. Changes, amendments or modifications to proposals shall not be accepted or considered after the hour and date specified as the deadline for submission of proposals.

**4. Proposal Costs and Expenses**

The State of Delaware will not pay any costs incurred by any Vendor associated with any aspect of responding to this solicitation, including proposal preparation, printing or delivery, attendance at vendor's conference, system demonstrations or negotiation process.

**5. Proposal Expiration Date**

Prices quoted in the proposal shall remain fixed and binding on the bidder at least through **09/30/15**. The State of Delaware reserves the right to ask for an extension of time if needed.

**6. Late Proposals**

Proposals received after the specified date and time will not be accepted or considered. To guard against premature opening, sealed proposals shall be submitted, plainly marked with the proposal title, vendor name, and time and date of the proposal opening. Evaluation of the proposals is expected to begin shortly after the proposal due date. To document compliance with the deadline, the proposal will be date and time stamped upon receipt.

**7. Proposal Opening**

Sealed proposals will be opened on **06/06/14 at 10:00 a.m. 3<sup>rd</sup> floor room 276, DVR Central Office located in Fox Valley, 4425 North Market Street, Wilmington, Delaware**. The contents of any proposal shall not be disclosed in accordance with [Executive Order # 31](#) and Title 29, Delaware Code, [Chapter 100](#).

STATE OF DELAWARE  
Division of Vocational Rehabilitation

**8. Non-Conforming Proposals**

Non-conforming proposals will not be considered. Non-conforming proposals are defined as those that do not meet the requirements of this RFP. The determination of whether an RFP requirement is substantive or a mere formality shall reside solely within the State of Delaware.

**9. Confidentiality of Documents**

All documents submitted as part of the vendor's proposal will be deemed confidential during the evaluation process. Vendor proposals will not be available for review by anyone other than the State of Delaware/Proposal Evaluation Team or its designated agents. There shall be no disclosure of any vendor's information to a competing vendor prior to award of the contract.

The State of Delaware is a public agency as defined by state law, and as such, it is subject to the Delaware Freedom of Information Act, [29 Del. C. Ch. 100](#). Under the law, all the State of Delaware's records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. Vendor(s) are advised that once a proposal is received by the State of Delaware and a decision on contract award is made, its contents will become public record and nothing contained in the proposal will be deemed to be confidential or proprietary information. Upon receipt of a proposal accompanied by such a separate, sealed envelope, the State of Delaware will open the envelope to determine whether the procedure described above has been followed.

**10. Sub-Contracting**

The vendor selected shall be solely responsible for contractual performance and management of the Scope of Work for client services as described in Appendix B. This contract does not allow subcontracting assignments. The vendor(s) assume all responsibility for work quality, delivery, installation, maintenance, and any supporting services required.

**11. Discrepancies and Omissions**

Vendor is fully responsible for the completeness and accuracy of their proposal, and for examining this RFP and all addenda. Failure to do so will be at the sole risk of vendor. Should vendor find discrepancies, omissions, unclear or ambiguous intent or meaning, or should any questions arise concerning this RFP, vendor shall notify the State of Delaware's Designated Contact, in writing, of such findings at least ten (10) days before the proposal opening. This will allow issuance of any necessary addenda. It will also help prevent the opening of a defective proposal and exposure of vendor's proposal upon which award could not be made. All unresolved issues should be addressed in the proposal. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Designated Contact, in writing, at least ten (10) calendar days prior to the time set for opening of the proposals.

**12. State's Right to Reject Proposals**

The State of Delaware reserves the right to accept or reject any or all proposals or any part of any proposal, to waive defects, technicalities or any specifications (whether they be in the State of Delaware's specifications or vendor's response), to sit and act as sole judge of the merit and qualifications of each product offered, or to solicit new proposals on the same project or on a modified project which may include portions of the originally proposed project as the State of Delaware may deem necessary in the best interest of the State of Delaware.

**13. State's Right to Cancel Solicitation**

The State of Delaware reserves the right to cancel this solicitation at any time during the procurement process, for any reason or for no reason. The State of Delaware makes no commitments expressed or implied, that this process will result in a business transaction with any vendor.

STATE OF DELAWARE  
Division of Vocational Rehabilitation

This RFP does not constitute an offer by the State of Delaware. Vendor's participation in this process may result in the State of Delaware selecting your organization to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by the State of Delaware to execute a contract nor to continue negotiations. The State of Delaware may terminate negotiations at any time and for any reason, or for no reason.

**14. State's Right to Award Multiple Source Contracting**

Pursuant to 29 *Del. C.* [§ 6986](#); DVR agency head has determined that multiple source contracting is an objective of this RFP.

**15. Notification of Withdrawal of Proposal**

Vendor may modify or withdraw its proposal by written request, provided that both proposal and request is received by the State of Delaware prior to the proposal due date. Proposals may be re-submitted in accordance with the proposal due date in order to be considered further. Proposals become the property of the State of Delaware at the proposal submission deadline. All proposals received are considered firm offers.

**16. Revisions to the RFP**

If it becomes necessary to revise any part of the RFP, an addendum will be posted on the State of Delaware's website at [www.bids.delaware.gov](http://www.bids.delaware.gov). The State of Delaware is not bound by any statement related to this RFP made by any State of Delaware employee, contractor or its agents.

**17. Award of Contract**

The final award of a contract is subject to approval by the State of Delaware. The State of Delaware has the sole right to select the successful vendor(s) for award, to reject any proposal as unsatisfactory or non-responsive, to award a contract to other than the lowest priced proposal, to award multiple contracts, or not to award a contract, as a result of this RFP.

Notice in writing to a vendor of the acceptance of its proposal by the State of Delaware and the subsequent full execution of a written contract will constitute a contract, and no vendor will acquire any legal or equitable rights or privileges until the occurrence of both such events.

**18. RFP Award Notifications**

After reviews of the evaluation committee report and its recommendation, and once the contract terms and conditions have been finalized, the State of Delaware will award the contract(s).

The contract shall be awarded to the vendors whose proposals are most advantageous, taking into consideration the evaluation factors set forth in the RFP.

It should be explicitly noted that the State of Delaware is not obligated to award the contract to the vendor who submits the lowest bid or the vendor who receives the highest total point score, rather the contract will be awarded to the vendor whose proposal is the most advantageous to the State of Delaware. The award is subject to the appropriate State of Delaware approvals.

After a final selection is made, the winning vendor will be invited to negotiate a contract with the State of Delaware; remaining vendors will be notified in writing of their selection status.

**C. RFP Evaluation Process**

An evaluation team composed of representatives of the State of Delaware will evaluate proposals on a variety of quantitative criteria. Neither the lowest price nor highest scoring proposal will necessarily be selected. The State of Delaware reserves full discretion to determine the competence and responsibility, professionally and/or financially, of vendors. Vendors are to provide in timely manner any and all information that the State of Delaware may deem necessary to make a decision.



STATE OF DELAWARE  
Division of Vocational Rehabilitation

**1. Proposal Evaluation Team**

The Proposal Evaluation Team shall be comprised of representatives of the State of Delaware. The Team shall determine which vendors meet the minimum requirements pursuant to selection criteria of the RFP and procedures established in 29 *Del. C.* §§ [6981](#) and [6982](#). The Team may negotiate with one or more vendors during the same period and may, at its discretion, terminate negotiations with any or all vendors. The Team shall make a recommendation regarding the award to the Director of Vocational Rehabilitation, who shall have final authority, subject to the provisions of this RFP and 29 *Del. C.* § [6982](#), to award a contract to the successful vendor(s) in the best interests of the State of Delaware.

**2. Proposal Selection Criteria**

The Proposal Evaluation Team shall assign up to the maximum number of points for each Evaluation Item to each of the proposing vendor's proposals. All assignments of points shall be at the sole discretion of the Proposal Evaluation Team.

The proposals shall contain the essential information on which the award decision shall be made. The information required to be submitted in response to this RFP has been determined by the State of Delaware to be essential for use by the Team in the bid evaluation and award process. Therefore, all instructions contained in this RFP shall be met in order to qualify as a responsive and responsible contractor and participate in the Proposal Evaluation Team's consideration for award. Proposals which do not meet or comply with the instructions of this RFP may be considered non-conforming and deemed non-responsive and subject to disqualification at the sole discretion of the Team. DVR reserves the right to:

- Select for contract or for negotiations a proposal other than that with lowest costs.
- Reject any and all proposals or portions of proposals received in response to this RFP or to make no award or issue a new RFP.
- Waive or modify any information, irregularity, or inconsistency in proposals received.
- Request modification to proposals from any or all vendors during the contract review and negotiation.
- Negotiate any aspect of the proposal with any vendor and negotiate with more than one vendor at the same time.
- Select more than one vendor pursuant to 29 *Del. C.* §[6986](#), selection based on the following criteria:
  - Service capacity(how many may be served in a year)
  - Service locations (county versus statewide)
  - Program Description and Service deliverables

**Criteria Weight**

All proposals shall be evaluated using the same criteria and scoring process. The following criteria shall be used by the Evaluation Team to evaluate proposals:

Criteria	Weight
The Bidder has identified qualified personnel and appropriate credentials/certifications necessary to provide the services identified in the proposal.	20
The Bidder has a demonstrated record of performance, or the capability to perform in a timely manner with integrity the services in the proposal.	20
The Bidder's financial condition, management, and physical facilities (if applicable) are adequate to provide the services identified in the proposal.	15
The Bidder has identified a plan to provide services and method documentation of the services	20

STATE OF DELAWARE  
Division of Vocational Rehabilitation

Criteria	Weight
The Bidder has described how services are provided in a manner consistent with maximizing a consumer's vocational potential relative to their vocational goal and/or outcome.	20
Documentation provided meets RFP requirements.	5
<b>Total</b>	<b>100%</b>

Vendors are encouraged to review the evaluation criteria and to provide a response that addresses each of the scored items. Evaluators will not be able to make assumptions about a vendor's capabilities so the responding vendor should be detailed in their proposal responses.

**3. Proposal Clarification**

The Evaluation Team may contact any vendor in order to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Proposals may not be modified as a result of any such clarification request.

**4. References**

The Evaluation Team may contact any customer of the vendor, whether or not included in the vendor's reference list, and use such information in the evaluation process. Additionally, the State of Delaware may choose to visit existing installations of comparable systems, which may or may not include vendor personnel. If the vendor is involved in such site visits, the State of Delaware will pay travel costs only for State of Delaware personnel for these visits.

**D. Contract Terms and Conditions**

**1. Contract Use by Other Agencies**

**REF: Title 29, Chapter [6904\(e\)](#) Delaware Code.** If no state contract exists for a certain good or service, covered agencies may procure that certain good or service under another agency's contract so long as the arrangement is agreeable to all parties. Agencies, other than covered agencies, may also procure such goods or services under another agency's contract when the arrangement is agreeable to all parties.

**2. General Information**

- a. The term of the contract between the successful bidder and the State shall be for 1.25 years with three (3) optional extensions for a period of one (1) year for each extension.
- b. The selected vendor will be required to enter into a written agreement with the State of Delaware. The State of Delaware reserves the right to incorporate standard State contractual provisions into any contract negotiated as a result of a proposal submitted in response to this RFP. Any proposed modifications to the terms and conditions of the standard contract are subject to review and approval by the State of Delaware. Vendors will be required to sign the contract for all services, and may be required to sign additional agreements.
- c. The selected vendor or vendors will be expected to enter negotiations with the State of Delaware, which will result in a formal contract between parties. Procurement will be in accordance with subsequent contracted agreement. This RFP and the selected vendor's response to this RFP will be incorporated as part of any formal contract.
- d. The successful vendor shall promptly execute a contract incorporating the terms of this RFP within twenty (20) days after award of the contract.
- e. If the vendor to whom the award is made fails to enter into the agreement as herein provided, the award will be annulled, and an award may be made to another vendor. Such vendor shall fulfill every stipulation embraced herein as if they were the party to whom the first award was made.

**3. Collusion or Fraud**

By responding, the vendor shall be deemed to have represented and warranted that its proposal is not made in connection with any competing vendor submitting a separate response to this RFP, and is in all respects fair and



STATE OF DELAWARE  
Division of Vocational Rehabilitation

without collusion or fraud; that the vendor did not participate in the RFP development process and had no knowledge of the specific contents of the RFP prior to its issuance; and that no employee or official of the State of Delaware participated directly or indirectly in the vendor's proposal preparation.

Advance knowledge of information which gives any particular vendor advantages over any other interested vendor(s), in advance of the opening of proposals, whether in response to advertising or an employee or representative thereof, will potentially void that particular proposal.

**4. Lobbying and Gratuities**

Lobbying or providing gratuities shall be strictly prohibited. Vendors found to be lobbying, providing gratuities to, or in any way attempting to influence a State of Delaware employee or agent of the State of Delaware concerning this RFP or the award of a contract resulting from this RFP shall have their proposal immediately rejected and shall be barred from further participation in this RFP.

The selected vendor will warrant that no person or selling agency has been employed or retained to solicit or secure a contract resulting from this RFP upon agreement or understanding for a commission, or a percentage, brokerage or contingent fee. For breach or violation of this warranty, the State of Delaware shall have the right to annul any contract resulting from this RFP without liability or at its discretion deduct from the contract price or otherwise recover the full amount of such commission, brokerage or contingent fee.

All contact with State of Delaware employees, contractors or agents of the State of Delaware concerning this RFP shall be conducted in strict accordance with the manner, forum and conditions set forth in this RFP.

**5. Solicitation of State Employees**

Until contract award, vendors shall not, directly or indirectly, solicit any employee of the State of Delaware to leave the State of Delaware's employ in order to accept employment with the vendor, its affiliates, actual or prospective contractors, or any person acting in concert with vendor, without prior written approval of the State of Delaware's contracting officer. Solicitation of State of Delaware employees by a vendor may result in rejection of the vendor's proposal.

This paragraph does not prevent the employment by a vendor of a State of Delaware employee who has initiated contact with the vendor. However, State of Delaware employees may be legally prohibited from accepting employment with the contractor or subcontractor under certain circumstances. Vendors may not knowingly employ a person who cannot legally accept employment under state or federal law. If a vendor discovers that they have done so, they must terminate that employment immediately.

**6. General Contract Terms**

**a. Independent Contractors**

The parties to the contract shall be independent contractors to one another, and nothing herein shall be deemed to cause this agreement to create an agency, partnership, joint venture or employment relationship between parties. Each party shall be responsible for compliance with all applicable workers compensation, unemployment, disability insurance, social security withholding and all other similar matters. Neither party shall be liable for any debts, accounts, obligations or other liability whatsoever of the other party or any other obligation of the other party to pay on the behalf of its employees or to withhold from any compensation paid to such employees any social benefits, workers compensation insurance premiums or any income or other similar taxes.

It may be at the State of Delaware's discretion as to the location of work for the contractual support personnel during the project period. The State of Delaware shall provide working space and sufficient supplies and material to augment the Contractor's services.

STATE OF DELAWARE  
Division of Vocational Rehabilitation

**b. Non-Appropriation**

In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds.

**c. Licenses and Permits**

In performance of the contract, the vendor will be required to comply with all applicable federal, state and local laws, ordinances, codes, and regulations. The cost of permits and other relevant costs required in the performance of the contract shall be borne by the successful vendor. The vendor shall be properly licensed and authorized to transact business in the State of Delaware as provided in 30 *Del. C.* § [2502](#).

Prior to receiving an award, the successful vendor shall either furnish the State of Delaware with proof of State of Delaware Business Licensure or initiate the process of application where required. An application may be requested in writing to: Division of Revenue, Carvel State Building, P.O. Box 8750, 820 N. French Street, Wilmington, DE 19899; by telephone: (302) 577-8200—Public Service, (302) 577-8205—Licensing Department, or on the web at <https://onestop.delaware.gov/osbrlpublic/>. Information regarding the award of the contract will be given to the Division of Revenue. Failure to comply with the State of Delaware licensing requirements may subject vendor to applicable fines and/or interest penalties.

**d. Notice**

Any notice to the State of Delaware required under the contract shall be sent by registered mail to:

**Division of Vocational Rehabilitation**  
**4425 N. Market St.**  
**P.O. Box 9969**  
**Wilmington, DE 19809-0969**  
**Attn: Barbara Boese**

**e. Indemnification/ General Indemnification**

By submitting a proposal, the proposing vendor agrees that in the event it is awarded a contract, it will indemnify and otherwise hold harmless the State of Delaware, its agents and employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney's fees, arising out of the vendor's, its agents and employees' performance work or services in connection with the contract, regardless of whether such suits, actions, claims or liabilities are based upon acts or failures to act attributable, whole or part, to the State, its employees or agents.

**f. Insurance**

- i. Vendor recognizes that it is operating as an independent contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the vendor's negligent performance under this contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the vendor in their negligent performance under this contract.
- ii. The vendor shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this contract. The vendor is an independent contractor and is not an employee of the State of Delaware.
- iii. During the term of this contract, the vendor shall, at its own expense, carry insurance minimum limits as follows:

a.	Commercial General Liability	\$1,000,000 per person and \$3,000,000 per occurrence
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STATE OF DELAWARE  
Division of Vocational Rehabilitation

And at least one of the following, as outlined below:

b.	Medical or Professional Liability	\$1,000,000/\$3,000,000
c	Misc. Errors and Omissions	\$1,000,000/\$3,000,000
d	Product Liability	\$1,000,000/\$3,000,000

The successful vendor must carry (a) and at least one of (b), (c), or (d) above, depending on the type of Service or Product being delivered. If the contractual service requires the transportation of departmental clients or staff, the vendor shall, in addition to the above coverage's, secure at its own expense the following coverage;

a.	Automotive Liability (Bodily Injury)	\$100,000/\$300,000
b.	Automotive Property Damage (to others)	\$ 25,000

- iv. The vendor shall provide a Certificate of Insurance (COI) as proof that the vendor has the required insurance. The COI shall be provided prior to agency contact prior to any work being completed by the awarded vendor(s).

**g. Non-discrimination**

In performing the services subject to this RFP the vendor, as set forth in Title 19 Delaware Code Chapter 7 section [711](#), will agree that it will not discriminate against any employee or applicant with respect to compensation, terms, conditions or privileges of employment because of such individual's race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. The successful vendor shall comply with all federal and state laws, regulations and policies pertaining to the prevention of discriminatory employment practice. Failure to perform under this provision constitutes a material breach of contract.

**h. Contract Documents**

The RFP, the purchase order, the executed contract and the successful vendor shall constitute the contract between the State of Delaware and the vendor. These documents will constitute the entire agreement between the State of Delaware and the vendor.

**i. Applicable Law**

The laws of the State of Delaware shall apply, except where Federal Law has precedence. The successful vendor consents to jurisdiction and venue in the State of Delaware. In submitting a proposal, Vendors certify that they comply with all federal, state and local laws applicable to its activities and obligations including:

- i. The laws of the State of Delaware;
- ii. The applicable portion of the Federal Civil Rights Act of 1964;
- iii. The Equal Employment Opportunity Act and the federal regulations issued thereunder;
- iv. The proposal submitted must be independently arrived at, without collusion, under penalty of perjury; and
- v. Programs, services, and activities provided to the general public under resulting contract conform to the Americans with Disabilities Act, and federal regulations issued thereunder.

If any vendor fails to comply with (1) through (5) of this paragraph, the State of Delaware reserves the right to disregard the proposal, terminate the contract, or consider the vendor in default. The selected vendor shall keep itself fully informed of and shall observe and comply with all applicable existing Federal and State laws and County and local ordinances, regulations and codes, and those laws, ordinances, regulations, and codes adopted during its performance of the work.

**j. Severability**

If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to

STATE OF DELAWARE  
Division of Vocational Rehabilitation

render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

**k. Scope of Agreement**

If the scope of any provision of the contract is determined to be too broad in any respect whatsoever to permit enforcement to its full extent, then such provision shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of the contract shall not thereby fail, but the scope of such provisions shall be curtailed only to the extent necessary to conform to the law.

**l. Other General Conditions**

- i. Status Reporting** – The selected vendor will be required to lead and/or participate in status meetings and submit status reports covering such items as progress of work being performed, milestones attained, resources expended, problems encountered and corrective action taken, until final acceptance.
- ii. Changes** – No alterations in any terms, conditions, delivery, price, quality, or specifications of items ordered will be effective without the written consent of the State of Delaware.
- iii. Additional Terms and Conditions** – The State of Delaware reserves the right to add terms and conditions during the contract negotiations.
- iv. Definitions.** To prevent any confusion about identifying requirements in this RFP, the following definition is offered: The words *shall*, *will* and/or *must* are used to designate a mandatory requirement. Vendors must respond to all mandatory requirements presented in the RFP. Failure to respond to a mandatory requirement may cause the disqualification of your proposal.

**E. Attachments**

The following attachments and appendixes shall be considered part of the solicitation:

- Appendix A- Minimum Response Requirements
- Appendix B- Scope of Work / Technical Requirements
- Appendix C- Proposal Summary Sheet
- Appendix D- Division of Vocational Rehabilitation Community Rehabilitation Program Assurance Form

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STATE OF DELAWARE  
Division of Vocational Rehabilitation

**APPENDIX A**  
**MINIMUM MANDATORY SUBMISSION REQUIREMENTS AND PROPOSAL FORMAT**

Each vendor solicitation response should contain at a minimum the following information:

1. Transmittal Letter as specified on page 1 of the Request for Proposal including an Applicant's experience, if any, providing similar services.
2. The remaining vendor proposal package shall identify how the vendor proposes meeting the contract requirements and shall include pricing (as set forth in the aforementioned section II. Scope of Services- Appendix B). Vendors are encouraged to review III, B. General Evaluation Requirements, 1-5 and IV, C. 2. Proposal Selection criteria identified to see how the proposals will be scored and verify that the response has sufficient documentation to support each criterion listed.
3. One (1) complete DVR Proposal Information Summary (Appendix C) signed copy.
4. One (1) complete DVR Community Rehabilitation Program Assurances Form (Appendix D) signed copy.
5. Delaware Business license ( marked as Attachment 1)
6. Proof of Insurance (marked as Attachment 2)
7. Delaware professional license, certification and/or credentials or provisional equivalent (marked as Attachment 3).
8. Agency organizational chart where there are two or more employees and all agency personnel resumes (mark as Attachment 4).

The items listed above provide the basis for evaluating each vendor's proposal. **Failure to provide all appropriate information may deem the submitting vendor as "non-responsive" and exclude the vendor from further consideration.** If an item listed above is not applicable to your company or proposal, please make note in your submission package.

Vendors shall provide proposal packages in the following format and order:

1. Cover letter which briefly summarizes the proposing firm's interest in providing the required professional services and identifies the order of attached required RFP documents (Appendixes A-D and Attachments 1 - 4).
2. Six (6) complete paper copies of the vendor proposal paperwork. **One (1) paper copy must be an original copy, marked "ORIGINAL" on the cover, and contain original signatures.**
3. One (1) electronic copy of the vendor proposal in PDF and Microsoft Word format provided by USB memory stick by the deadline for submission of the proposal (06/05/14).

STATE OF DELAWARE  
Division of Vocational Rehabilitation

**APPENDIX B**  
**SCOPE OF WORK AND TECHNICAL REQUIREMENTS**

**INSTRUCTIONS:**

**Describe how you or your agency shall provide and document the service deliverables below by method, frequency, program description, service components, linkages with other services (e.g. transportation, adaptive equipment) and identify who (by Job title) will be responsible for service delivery.**

**A. REQUIREMENTS FOR SERVICES**

General elements applicable to all vocational rehabilitation services:

1. Vendor shall use methods and practices that are in accordance with professional standards in the rehabilitation industry and with the standards of the Commission on Accreditation of Rehabilitation Facilities.
2. Vendor will collect program performance data, including outcome measures, and shall conduct consumer satisfaction surveys, and will provide information to DVR as requested.
3. Vendor will use qualified personnel who meet appropriate certification and professional standards.
4. Vendor shall provide written feedback to DVR on the progress of the customer at least monthly, and consult with Vocational Rehabilitation Counselor (VR counselor) to discuss any substantive issues that arise during the time customer is served.
5. DVR documentation standards and forms will be utilized and adhered to for all services provided unless otherwise noted.
6. Vendors are subject to periodic quality assurance reviews (QAR) conducted by Vocational Rehabilitation to assure that quality standards are met.
7. Direct service staff is required to attend DVR sponsored in-service training program each contract year.
8. Vendor's facility and program shall meet program accessibility requirements, as applicable, of the Architectural Barriers Act of 1968, the Americans with Disabilities Act of 1990, section 504 of the Act, and the regulations implementing these laws.
9. Vendor will not deny referrals from DVR on the basis of national origin, race, sexual orientation, gender, disability, age, or socioeconomic status.
10. Vendor may only deny services to a DVR customer based on a goal, an objective or individualized assessment.
11. Vendor shall submit a formalized report with an appropriate statement related to their inability to serve the individual to the DVR counselor of that consumer within two weeks of receipt of referral.

**B. DESCRIPTION OF VOCATIONAL SERVICES**

**1. Job Development, Placement and Retention Services for Individuals with Hearing Impairment using ASL Communication**

**a. Program Description**

The vendor shall provide job development, placement and retention services to individuals referred by DVR so that person can achieve an employment outcome consistent with his/her individualized employment plan and job placement agreement. The employment outcome shall be consistent with the individual's interests and abilities, and shall reflect his/her preference. Job development, job placement and job retention services shall include:

- i. Development of job-seeking skills (develops a resume or employment proposal, assist with dress and/or hygiene, develop job-interviewing skills, develop job-seeking skills).
- ii. Review of customer's personal employment network (family, friends, and acquaintances).
- iii. Customer-specific job development (contact employers, coordinate customer job interviews).
- iv. Job analysis (identifies accommodation needs, essential job functions, and develops a job training plan).
- v. Direct intervention with employer (assist customer with interview, orient customer to the job, orient customer to work schedule, develop initial natural supports, assist with job accommodations, and follow up with employer during the first 90 days of employment).
- vi. Transportation coordination/training (develop transportation arrangements).



STATE OF DELAWARE  
Division of Vocational Rehabilitation

- vii. Coordination of financial issues (assist with coordination of financial support services, SSA benefits counseling, and other public and private sources).

**b. Service Components**

Job development, placement and retention services will require that:

- i. Vendor shall ensure that the individual trainer will provide services, as required and agreed upon by the VR counselor and consumer, and/or will provide follow up services for a period of time agreed upon by the DVR counselor, vendor and the consumer.
- ii. Job development services must include in person (face to face) contact at least 25% of the time while working with the consumer. An additional 25% of the time shall be spent in direct contact with employers. Job placement specialists shall have face-to-face contact with the consumer at least one week before starting a job, weekly for the first month of the job, and at least bi-weekly for the following 2 months after starting a job.
- iii. Job placement agreements must be signed by the vendor, consumer and counselor. Prior to placement, monthly progress reports will be submitted to the VR counselor utilizing DVR documentation standards. Once a consumer is placed in a job, a DVR placement report will be provided within two weeks (14 days) of placement.
- iv. Vendor shall provide written summary and evaluation of the individual's progress on a monthly basis and report them to the DVR counselor utilizing DVR documentation standards within two weeks (14 days) of their due dates (<http://dvr.delawareworks.com/vendors/forms.php>).

**c. Fee Schedule Payment**

Unit of Service: 90 Day Employment Outcome.

Rate: \$2,550 for one complete service

Milestone Payments:

- 1. Development = \$383.00  
Payment due and payable 30 days after referral and at least one day after meeting and placement agreement completed and signed by client, VR counselor, and vendor.
- 2. Placement = \$1275.00  
Payment due and payable upon client entering employment and employment verified (a minimum of 5 days of employment and copies of wage stubs).
- 3. Retention = \$892.00  
Payment is due and payable upon client achieving 90 days of stable employment.

**2. Job Coaching with ASL Communication**

**a. Program Description and Service Components**

The vendor shall provide job coaching services (as described in service description **B, I, b, and ii** above) to a consumer referred by DVR who communicates using American Sign Language, and who requires supports in order to successfully maintain employment as follows:

- i. Vendor shall communicate with and understand deaf consumers using their expressive and receptive communication skills.
- ii. Vendor may perform some interpreting as incidental nature of the job coaching with communication supports.
- iii. Vendor counsels, teaches and advises consumers on work related matters to ensure successful employment; provides VR Counselor with monthly written reports with hourly documentation of their activities (<http://dvr.delawareworks.com/vendors/forms.php>).
- iv. Vendor determines job accommodations needs working in conjunction with the consumer and the employer.
- v. Vendor assists in the use of Rehabilitation Technology devices and resources and serves in a consultative capacity to the employer when needed.
- vi. Vendor supports partnerships to create a supportive environment for both the consumer and the employer.

STATE OF DELAWARE  
Division of Vocational Rehabilitation

**b. Fee Schedule Payment**

Unit of Service: 1 hour of job coaching provided.

Rate: \$60.00 per hour

Milestone Payments: \$60 per hour/ due upon completion of hours authorized or monthly.

**3. Supported Employment Services (SE)**

**a. Program Description and Service Components**

Vendors interested in providing supported employment services must have prior, or plan to acquire approval from the Division of Developmental Disabilities Services (DDDS) in order to receive a contract for this service. Vendor requirements are as follows:

- i. Vendor shall provide community based work assessment services to evaluate the needs, strengths, skills and abilities, and job preferences of consumer to be served. The assessment phase will include two to four community based work assessments at different locations, lasting a minimum of 4 hours each, and totaling at least 8 hours of assessment;
- ii. Vendor shall provide SE Job development and job placement services to lead the consumer in job search and in obtaining and retaining employment consistent with the results of the community based work assessment. Vendor shall follow up on job leads; assist consumer with scheduling, attending job interviews, and navigating the hiring process. Consumers will be assisted to find jobs that offer a minimum of 20 hours of employment each week, unless DVR approves a lesser number of hours for reasons related to the individual's disability;
- iii. Vendor shall provide client with on-site support and assistance supporting stabilization on the job. Stabilization occurs when the individual can successfully retain employment with on-site assistance of approximately 20% or less of the hours worked by the client. On-site support for SE stabilization shall be at least 8 weeks in length and continue until vendor provides documentation of stabilization;
- iv. Vendor shall provide SE follow-along services for 90 days after the individual has achieved stabilization on the job, and shall report progress and challenges to DVR at least every 30 days during this period. Ongoing support shall ensure consumer retains employment;
- v. Vendor shall provide VR counselor with monthly progress reports according to DVR document standards (<http://dvr.delawareworks.com/vendors/forms.php>).

**b. Fee Schedule Payment**

Unit of Service: 90 Day Supported Employment Outcome.

Rate: \$8,335.00 for one complete service

Milestone Payments:

1. Community Based Assessment = \$2,150

Payment upon completion of community based assessment and receipt of SE Assessment report.

2. Placement = \$2225.00

Payment upon client verified entering employment, and receipt placement report.

3. Stabilization = \$1775.00

Payment due and payable upon client achieving 8 weeks of employment which has become stable employment during that time period. Job coach is only required 20% of hours that client is working; vendor submitted updated Job Placement- Coaching- Supported Employment Progress Report. (DVR Form)

4. Closure = \$2350.00

Payment due and payable upon client achieving 90 days of employment AFTER stabilization has been achieved. Client is still employed and successful, and transition to long term provider completed.